

TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 1

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TELECOMMUNICATIONS SERVICES

Applying to Resale of Intrastate  
Common Carrier Communications  
Services Between Points in the  
State of Kentucky

AND

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This tariff is on file with the Public Service Commission of Kentucky and copies may be inspected, during normal business hours, 730 Schenkel Lane, P.O. Box 615, Frankfort, Kentucky, 40602.

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Issued: 10/24/97

Effective:

By: Mr. Lloyd Roberts  
NuStar Communications  
44 Music Square East  
Nashville, Tennessee, 37203

TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 2

CHECK LIST

Pages 1 to 38 are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>PAGE</u>	<u>REVISION NO.</u>	<u>PAGE</u>	<u>REVISION NO.</u>
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
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27	Original		
28	Original		
29	Original		
30	Original		
31	Original		

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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 3

---

**SYMBOLS**

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify a change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

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# TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 4

---

## TABLE OF CONTENTS

TITLE PAGE	1
CHECK LIST	2
SYMBOLS	3
TABLE OF CONTENTS	4
TARIFF FORMAT SHEET	6
INTRODUCTION	7
1 TECHNICAL TERMS AND ABBREVIATIONS	8
2 RULES AND REGULATIONS	13
2.1 Undertaking of the Company	13
2.2 Responsibility and Use	14
2.3 TRANsmission	14
2.4 Call Blocking	14
2.5 Customer Billing	15
2.6 Customer Deposits	15
2.7 Reasons for Denying Service	15
2.8 Customer Complaints	15
2.9 Non-Routine Maintenance and Installation	17
2.10 Interruption	17
2.11 Service Commencement and Acceptance	17
2.12 Minimum Service Period	17
2.13 Service Order Cancellation	18
2.14 Billing and Payments	18
2.15 Equipment	19
2.17 Advance Payments	20
2.18 Credit Limit	20
2.19 Taxes	20
2.20 Discontinuation	21
2.21 Restoration of Services	21
2.22 Limitation of Liability	22
2.23 Disclaimer	23

---

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44 Music Square East  
Nashville, Tennessee, 37203

# TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 5

---

## TABLE OF CONTENTS (cont.)

2.24	Indemnification	24
2.25	Indemnification by Customer	25
2.26	Credits and Credit Allowances	26
2.27	Local Calling Area	27
2.28	Access to Telephone Relay Service	27
2.29	Compliance	27
2.30	Force Majeure	27
2.31	Full Force and Effect	27
2.32	Cooperation	27
2.33	Governing Law	28
2.34	Assignment	28
2.35	Special Construction	29
2.36	Operator Services	29
3	<u>DESCRIPTION OF SERVICES</u>	30
3.1	Resold Local Exchange Service	30
3.2	Directory Listing Service	32
3.3	911 Emergency Service	33
3.4	Prepaid Calling Card Services	33
4	<u>RATES</u>	35
4.1	Return Check Charge	35
4.2	Reconnection Fee	35
4.3	Promotions	35
4.4	Rates for Resold Local Exchange Services	36
4.5	Rates for Prepaid Calling Card Services	37
4.6	Directory Assistance	37
4.7	Rates for Hearing or Speech Impaired	37
4.8	Computation of Charges	38

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44 Music Square East  
Nashville, Tennessee, 37203

## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 6

---

### TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Public Service Commission of Kentucky. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Public Service Commission of Kentucky is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

D. Check List of Effective Pages. When a tariff filing is made with the Public Service Commission of Kentucky, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). the subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Public Service Commission of Kentucky.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 7

---

### INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of inTRAsate, common carrier telecommunications resale services by NuStar Communication Corp. (hereinafter referred to as "NuStar" or the "Company") between various locations in the State of Kentucky.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

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NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 8

---

### 1 TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

#### Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

#### Authorization Code

"Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

#### Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

#### Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. ANI is provided by the LEC only when an LEC's switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

#### Carrier

"Carrier" means a communications common carrier authorized by the Public Service Commission of Kentucky or the FCC to provide communications service to the public.

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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 9

---

1 Technical Terms and Abbreviations (cont.)

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof.

Credit Limit

"Credit Limit" means a credit limit placed on Customer's monthly consumption of Services pursuant to Section 2.18.

Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff, (ii) purchases a Prepaid Calling Card from the Company, or (iii) prepays the Company for use of the Services via a Prepaid Calling Card up to a pre-established credit limit.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Public Service Commission of Kentucky and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

ICB

"Individual Case Basis" or "ICB" has the meaning set forth in Section 2.35 hereof.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 10

---

1 Technical Terms and Abbreviations (cont.)

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

InterLATA Service

"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

"Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which the Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 11

---

1 Technical Terms and Abbreviations (cont.)

Prepaid Calling Card

"Prepaid Calling Card" means a calling card or other tangible item which (i) contains an Authorization Code and an Access Code, (ii) is supplied by the Company, and (iii) permits a User to use the Services up to an amount prepaid to (or up to a credit limit pre-established by the Customer with) the Company.

Prepaid Residential Telecommunications Service ("Prepaid Service")

"Prepaid Residential Telecommunications Service" ("Prepaid Service") has the meaning set forth in Section 3.1.1 hereof.

Public Service Commission of Kentucky

Public Service Commission of Kentucky.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Public Service Commission of Kentucky or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the Tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 12

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1 Technical Terms and Abbreviations (cont.)

Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder or for acquiring Prepaid Calling Cards.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination" (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LEC's, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 13

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### 2 RULES AND REGULATIONS

The Company is a reseller of regulated, intrastate, long distance and local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs which are on file with , and have been approved by, the Kentucky Public Service Commission.

#### 2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any Subscriber location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 14

---

### 2.2 Responsibility and Use

- 2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.
- 2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.
- 2.2.3 The Company's sole responsibility with respect to provision of long distance services in connection with Prepaid Calling Cards is to make such Services available to Customers using such Prepaid Calling Cards in accordance with Section 3.4 of this Tariff.

### 2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s).

### 2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 15

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### 2.5 Customer Billing

- 2.5.1 Bills to customers shall be rendered regularly and shall contain a listing of all charges. Utilities shall comply with reasonable customer requests for an itemized statement of charges.
- 2.5.2 In the event the Customer's service is interrupted other than by negligence or willful act of the Customer and it remains out of order in excess of 24 hours after being reported, appropriate adjustments or refunds shall be made to the Customer, upon the Customer's request. The refund to the Customer shall be the pro rate part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on the subsequent bill for telephone service.
- 2.5.3 A bill insert will be included in the first bill, informing the Customer of his refund option. When new phone books are printed the Call-Guide will contain a Customer Refund section.

### 2.6 Customer Deposits. No deposit will be required as a condition for establishment of Service other than as provided in the Utility's Rules and Tariffs on file with the Commission.

### 2.7 Reasons for Denying Service

- 2.7.1 Service may be refused or discontinued for any of the reasons listed below:
  - a. In the event of customer use of equipment in such a manner as to adversely affect the Utility's equipment or the Utility's Service to others.
  - b. In the event of tampering with the equipment furnished and owned by the Utility.
  - c. For violation of or non-compliance with the Commission's Regulations governing Service supplied by Telephone Utilities, or for violation of or non-compliance with the Utility's rules on file with the Commission.
  - d. For failure to comply with municipal ordinance or other laws.
  - e. For failure of the Customer to permit the Utility reasonable access to its equipment.
  - f. For non-payment of bill.

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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 16

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2.8 Customer Complaints

- 2.8.1 Each telephone utility shall make a full and prompt investigation of all types of complaints made by its Customers, either directly to it or through the Commission.
- 2.8.2 If the use of service interferes unreasonably with the necessary use of other Customers, a Customer may be required to take insufficient quantity or of a different class or grade.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

KentuckyTariff No. 1  
Original Page 17

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2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefor set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 18

---

### 2.13 Service Order Cancellation

Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an ICB) will incur a Charge equal to the greater of (i) the non-recurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

### 2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access. Customer's charges for Prepaid Calling Card calls are subject to any applicable limitations established by Title 12 of the Code of Federal Regulations Part 226 ("Regulation Z") or to any other Regulation.

2.14.2 All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof; provided, however, that Charges incurred for Services obtained via Prepaid Calling Cards will be first debited against the balance of the amount (if any) prepaid to the Company.

2.14.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Subscribers' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

2.14.4 Charges for Prepaid Service will be billed to Customer on a monthly (30 days) basis, in advance, on the 15th day of each month for the following month's service, and shall be due on the first day of the following month. Customer's Service will be discontinued if the amount stated on the monthly invoice is not paid in full by the 5th day of the month following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.

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NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 19

---

2.15 Equipment

Equipment provided by Company shall be maintained by Company. The Customer or Subscriber may not arrange, move, disconnect, remove or attempt to repair any other than connection or disconnection to any interface means used.

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## TELECOMMUNICATIONS SERVICES

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Kentucky Tariff No. 1  
Original Page 20

---

### 2.17 Advance Payments

2.17.1 Recurring Advance Payments. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. The amount of each such advance payment will not exceed the lesser of (a) one (1) month's actual or estimated charges, or (b) the highest amount permitted by any applicable Commission Regulation. Advance payments will be applied to charges for Services in the same manner as other payments. A Customer may be required to continue to make advance payments in accordance with this Section 2.17.1 until such time as its credit worthiness is established to the Company's reasonable satisfaction.

2.17.2 Non-Recurring Advance Payments. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of Services.

### 2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Subscribers' consumption of Services for any monthly period.

### 2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for Prepaid Service will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff. Taxes and surcharges for Prepaid Calling Cards will be based on place of origination and termination of each call, and will be assessed on a real-time, per call basis.

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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

KentuckyTariff No. 1  
Original Page 21

---

2.20 Discontinuation

2.20.1 By Company. Except with regard to disconnection of the Company's provision of Prepaid Services pursuant to Section 2.14.4, the Company may at its sole option and discretion Terminate Service without incurring any liability therefor whatsoever, subject to (i) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

2.20.1.A By order of a Governmental Authority;

2.20.1.B In the event of any unlawful, unauthorized or fraudulent access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any Subscriber, or by any other person;

2.20.1.C Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

2.20.1.D Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer. The Customer may Terminate Service upon thirty (30) days prior written notice, provided however, that Customer, upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all non-recurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with the Public Service Commission of Kentucky's Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

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44 Music Square East  
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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 22

---

2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

KentuckyTariff No. 1  
Original Page 23

---

2.22 Limitation of Liability (cont.)

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

**THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 24

---

### 2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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Nashville, Tennessee, 37203



## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

KentuckyTariff No. 1  
Original Page 25

---

### 2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- 2.25.1 libel or slander resulting from Subscriber's use of the Services;
- 2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.25.3 infringement of any patent, copyright, Trademark, Trade name, service mark or Trade secret arising from: (i) the Transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and
- 2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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Effective:

By: Mr. Lloyd Roberts  
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Nashville, Tennessee, 37203

## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 26

---

### 2.26 Credits and Credit Allowances

- 2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.
- 2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee of twenty dollars (\$20.00), subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 27

---

2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 28

---

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Public Service Commission of Kentucky and the laws of the State of Kentucky.

2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 29

---

### 2.35 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

- 2.35.1 where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;
- 2.35.2 where facilities other than those which the Company provides are requested by the Customer;
- 2.35.3 where facilities are requested by the Customer over a route other than that which the Company serves;
- 2.35.4 when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;
- 2.35.5 when Services are requested by a Customer on an expedited basis; or
- 2.35.6 when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, non-recurring, and early termination Charges.

### 2.36 Operator Services

The Company does not provide operator services. All operator assisted calls, including collects calls, calling card calls, credit card calls, person-to-person calls, third party calls, and other related operator services will be routed to the Company's Underlying Carrier.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 30

---

### 3 DESCRIPTION OF SERVICES

#### 3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service.

3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Kentucky. Prepaid Service is available only within a Local Calling Area as described in Section 2.27.

3.1.1.A Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services or to caller-paid information services (e.g., "900", "976", "711"). Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

3.1.1.B Standard Features. Each Prepaid Service Customer is provided with only local exchange service.

3.1.1.C Optional Features. Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number.

3.1.1.D Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

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TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 31

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Issued: 10/24/97

Effective:

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44 Music Square East  
Nashville, Tennessee, 37203

## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 32

---

### 3.2 Directory Listing Service

- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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Nashville, Tennessee, 37203



## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 33

---

### 3.3 911 Emergency Service ("911 Service")

- 3.3.1 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 3.3.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 3.3.3 Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 3.3.4 By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

### 3.4 Prepaid Calling Card Services

Subject to the limitations set forth in Regulation Z or any other applicable Regulation, the Customer shall be solely responsible for any and all charges for calls (including without limitation any fraudulent or unauthorized calls) made using a Prepaid Calling Card acquired by Customer.

- 3.4.1 Prepaid Calling Cards. Customers may use Prepaid Calling Cards to originate outbound direct dial calls via Company-provided 800 numbers and may originate and terminate such calls in the State of Kentucky. All Prepaid Calling Card calls are rounded to the next higher full minute or full unit.
  - 3.4.1.A Unit Value. Prepaid Calling Cards may be obtained from the Company in various unit denominations with a per-unit value as described in Section 4.5, inclusive of all taxes, except as otherwise provided hereunder.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 34

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### 3.4 Prepaid Calling Card Services (cont.)

#### 3.4.1.B Other Conditions of Service

- (i) Calls to 700, 800, 900 and 950 numbers will not be completed using the Prepaid Calling Card.
- (ii) Calls may only be charged against a Prepaid Calling Card that has a sufficient available balance.
- (iii) Prepaid Calling Card balances will be reduced and depleted based upon Customer's usage. Customers will be given notice one minute or one unit before the available card balance is depleted, based on the terminating location of the call. When the balance of available time is depleted, the call will be terminated.
- (iv) Directory assistance, third party billing, and person-to-person calls may not be made with Prepaid Calling Cards.
- (v) Prepaid Calling Cards are non-refundable and will expire on the date specified on the card, or on the package in which the card is included.
- (vi) The Company will credit the account of a Customer's Prepaid Calling Card for calls that are Interrupted or are subject to inadequate transmission due to Performance Failures. Credits will not be issued when an Interruption or Service deficiency is:  
(a) not reported to the Company; or (b) not proximately caused by the Company.

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 35

---

### 4 RATES

#### 4.1 Return Check Charge

The Customer will be charged twenty five dollars (\$25.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

#### 4.2 Reconnection Fee

A charge of fifteen dollars (\$15.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a Subscriber requests to be reconnected to the Services after the Company has Terminated the Services to the Subscriber for any reason allowed by this Tariff.

#### 4.3 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Public Service Commission of Kentucky rules or regulations (i.e., thirty (30) days written notice to the Public Service Commission of Kentucky before implementation).

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## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 36

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### 4.4 Rates for Resold Local Exchange Services

#### 4.4.1 Prepaid Residential Telecommunications Service

##### 4.4.1.A Non-Recurring Charges

Processing/Application Fee	\$ 30.00
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Directory Listing	0.00
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##### 4.4.1.B Recurring Charges

Monthly Prepaid Service	\$ 49.00
-------------------------	----------

Directory Listing	0.00
-------------------	------

911 Service	0.00
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##### 4.4.1.C Optional Features

###### 4.4.1.C.1 Non-Recurring Charges

Caller ID Set Up Fee	\$ 10.00
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###### 4.4.1.C.2 Recurring Charges

Call Waiting	\$ 5.00
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Call Forwarding	5.00
-----------------	------

Three Way Calling	5.00
-------------------	------

Unpublished Number	5.00
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Speed Dial	5.00
------------	------

Call Return	5.00
-------------	------

All Above Options	\$ 20.00
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Caller ID	\$ 10.00
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Nashville, Tennessee, 37203

## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 37

### 4.5 Rates for Prepaid Calling Card Services

	Initial 60 Seconds or Fraction	Seconds or Fraction
Prepaid Calling Card Rates	.4500	.4500

### 4.6 Directory Assistance

The Company does not provide local directory assistance. Access to long distance directory assistance may be obtained by dialing 1-555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intrastate directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

### 4.7 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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Nashville, Tennessee, 37203

## TELECOMMUNICATIONS SERVICES

NuStar Communication Corp.

Kentucky Tariff No. 1  
Original Page 38

---

### 4.8 Computation of Charges

4.8.1 Prepaid Calling Card calls will be billed in increments of an initial one (1) minute period and additional periods of one (1) minute, as set forth in Section 2.14.1. Where answer supervision is available, the time of each call begins as set forth in Subsection 4.8.2 below, and ends when the calling party disconnects. In no event will the time of a call be deemed to begin prior to sixty (60) seconds from the time of intervention by an operator or automated equipment with respect to said call, except where answer detection capabilities exist.

4.8.2 Where answer supervision is available, the time of a call begins when the called station is answered, as determined by the standard industry methods selected by the applicable Underlying Carrier. The Company will not knowingly bill any Customer for unanswered calls. Upon the Customer's request, the Company shall promptly refund or credit, as the case may be, payments or charges for any unanswered call inadvertently billed due to the unavailability of Feature Group E or to the LEC's failure to provide answer supervision. Where answer supervision is not available, any call for which the billed duration exceeds one minute shall be presumed to have been answered.

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